

RESOLUTION NO. 2013 - 239

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 14-04 AND TO EXECUTE A LEASE AGREEMENT FOR EIGHTY GOLF CARTS WITH CHARGERS AND ONE UTILITY UNIT WITH CAGE

RECITALS

WHEREAS, the County desires to enter into a contract with Club Cars LLC for a 48-month lease of eighty golf carts with chargers and one utility unit with cage; and

WHEREAS, through the County's formal bid process, Club Cars LLC was selected as the most qualified respondent to provide the equipment referenced above; and

WHEREAS, the County seeks to enter into a legally sufficient agreement to lease such equipment.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator is authorized to award Bid No. 14-04 to Club Cars LLC for the lease of eighty golf carts with chargers and one utility unit with cage. The County Administrator or designee, is further authorized to execute a lease agreement in substantially the same format as the attached subject to legal review and approval by the Office of the County Attorney.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 5 day of November, 2013.

ATTEST: Cheryl Strickland, Clerk

By: Pam Halterman
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Chair

RENDITION DATE 11/7/13





ST. JOHNS COUNTY PURCHASING DEPARTMENT

500 San Sebastian View St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO: Wes Tucker, Director of Golf
FROM: Leigh Daniels, CPPB, Senior Buyer
SUBJECT: Transmittal of Bids Received for Bid No. 14-04, Lease of Eighty (80) Electric Golf Carts with Chargers Plus One (1) Utility Unit Equipped with Cage for Range Use
DATE: September 25, 2013

Attached are copies of the bid proposals received for the above mentioned along with a copy of the Bid Tabulation Sheet.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return at your earliest convenience. We will prepare the agenda item and contract.

Please let me know if I can assist your department in any other way.

Department Head Approval [Signature]

Date 10-3-13

Budget Amount 313,840 (90,200)

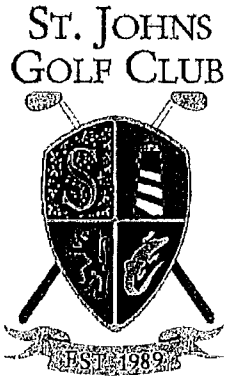
Account Funding Title 4430 GOLF CARTS GOLF CARTS TRADE-IN 4430 56420

Funding Charge Code 4430 56420

Award to CLUB CAR LLC

Award Amount 246,471.84

RECEIVED ST. JOHNS COUNTY PURCHASING 2013 OCT 3 PM 11 33



To: Leigh Daniels, CPPB, Buyer III
From: Wes Tucker, Director of Golf ✓
Subject: Bids for Cart/Bid No. 14-04
Date: October 1, 2013

After reviewing the three bids submitted for 14-04, I have found that CLUB CAR LLC pricing and equipment meets the minimum standards set forward in the original bid document; the pricing is the lowest on the combined items, and, the warranty offered is as outlined.

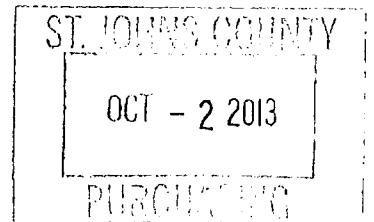
After discussions with the Office of Management and Budget I would like to go forward with the lease-purchase process to include the following items on a four-year lease-purchase.

Net purchase price of 80 carts with the trade of 83 carts \$237,657.60
*selecting 48 month lease purchase with monthly payments of \$4,951.20

Net purchase price of one utility cart with cage \$8,814.24
*selecting 48 month lease purchase with monthly payments of \$183.63

Total \$246,471.84

Total per Year \$61,617.96



4900 Cypress Links Blvd., Elkton, Florida 32033 / (904)209-0352

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE

LEASE OF EIGHTY (80) ELECTRIC GOLF CARTS WITH CHARGERS PLUS ONE (1) UTILITY UNIT EQUIPPED WITH CAGE FOR RANGE USE

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY BID, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS COUNTY, A WRITTEN NOTICE OF OR INTENT FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION

OPENED BY
TABULATED BY

LEIGH DANIELS
JAMIE LOCKLEAR

BID NUMBER

14-04

VERIFIED BY

OPENING DATE/TIME

September 25, 2013 2:00 PM

FROM

UNTIL

PAGE (S) 1 of 1

POSTING DATE/TIME

09/25/13 3:00 PM

09/30/13 3:00 PM

PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.

BIDDERS	BID ITEM # 1 36 MONTH LEASE OF EIGHTY CARTS W/CHARGERS MONTHLY LEASE PRICE	BID ITEM # 1 36 MONTH LEASE ONE UTILITY UNIT W/CAGE MONTHLY LEASE PRICE	BID ITEM # 2 48 MONTH LEASE OF EIGHTY CARTS W/CHARGERS MONTHLY LEASE PRICE	BID ITEM # 2 48 MONTH LEASE ONE UTILITY UNIT W/CAGE MONTHLY LEASE PRICE	BID ITEM # 3 A TRADE IN CREDIT OF EIGHTY THREE CHARGERS	BID ITEM # 3 B TRADE IN CREDIT OF EIGHTY THREE EZ GO GOLF CARTS	INTEREST RATE
EZGO	\$7,032.00 NET	\$258.49 NET	\$5,352.00 NET	\$196.73 NET	INCLUDED IN BID ITEM 3B	\$58,100.00	2.99%
CLUB CAR LLC	\$6,484.00 NET	\$240.48 NET	* \$4,951.00 NET 237,657.00	* 183.63 NET 8,814.24	INCLUDED IN BID ITEM 3B	\$95,450.00	36 MO. 2.77% 48 MO. 2.99%
YAMAHA GOLF CAR COMPANY	\$9,360.00 GROSS	\$210.00 NET	\$7,200.00 GROSS 346,000 - 91,800 257,300	\$161.00 GROSS 7,728	INCLUDED IN BID ITEM 3B	\$91,300.00	4.2%

BID AWARD DATE -

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE

LEASE OF EIGHTY (80) ELECTRIC GOLF CARTS WITH
CHARGERS PLUS ONE (1) UTILITY UNIT EQUIPPED WITH
CAGE FOR RANGE USE

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED
DECISION WITH RESPECT TO THE AWARD OF ANY BID,
SHALL FILE WITH THE PURCHASING DEPARTMENT FOR
ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT
FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)
HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL
HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION
PROTEST PROCEDURES MAY BE OBTAINED IN THE
PURCHASING DEPARTMENT.

OPENED BY
TABULATED BY
VERIFIED BY

LEIGH DANIELS
JAIMIE LOCKLEAR

BID NUMBER

14-04

OPENING DATE/TIME

September 25, 2013 2:00 PM

POSTING DATE/TIME

FROM 09/25/13
3:00 PM

UNTIL 09/30/13
3:00 PM

PAGE(S) 1 of 1

BIDDERS	DELIVERY DATE	ADDENDUM # 1					
EZGO	NOV. 15-30, 2013	YES					
CLUB CAR LLC	30 DAYS ARO	YES					
YAMAHA GOLF CAR COMPANY	JAN 2014 OR BEFORE	NO					

BID AWARD DATE - _____

BID NO. 14-04

ST. JOHNS COUNTY, FLORIDA
OFFICIAL TOTAL BID FORM

TO: THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

DATE: SEPTEMBER 25 2013

-BID PROPOSAL-

If awarded a Purchase Order on the basis of this proposal, the undersigned pledges to provide the equipment as specified in the Bid Proposal and County Specifications barring delays due to strikes, fires, transportation difficulties or other causes beyond the control of the undersigned.

The undersigned declares that the statements and representations made in this proposal are true in every respect and that the said proposal is in all respects fair and made without collusion or fraud, and that no member of the County Board, or any other agent or employee of the County, directly or indirectly, is interested in this proposal or in any profits expected to accrue therefrom.

The following proposal is presented:

FOR: LEASE OF EIGHTY (80) ELECTRIC GOLF CARTS WITH CHARGERS PLUS ONE (1) UTILITY UNIT EQUIPPED WITH CAGE FOR RANGE USE, PER ATTACHED SPECIFICATIONS:

BID ITEM #1: 36 Month Lease of Eighty (80) Electric Golf Carts with Chargers
Monthly Lease Price \$ 6,484.00

36 Month Lease of One (1) Utility Unit Equipped with Cage for Range Use
Monthly lease Price \$ 240.48

BID ITEM #2: 48 Month Lease of Eighty (80) Electric Golf Carts with Chargers
Monthly Lease Price \$ 4,951.20

48 Month Lease of One (1) Utility Unit Equipped with Cage for Range Use
Monthly lease Price \$ 183.63

OTBF 1

Bid No. 14-04 Official Total Bid Form for the Lease of Eighty (80) Electric Golf Carts with Chargers Plus One (1) Utility Unit Equipped with Cage For Range Use

BID ITEM #3: A.) Trade in Credit of (83) Chargers \$ 0 (must be with each trade in)
B.) Trade in Credit of (83) EZ Go ELECTRIC CARTS \$ 95,450.00

INTEREST RATE: 2.77% for 36 months
2.99% for 48 months

DELIVERY DATE: 30 DAYS FROM ORDER DAY

I certify that the equipment presented in the above proposal meets or exceeds the County specifications and that I, the undersigned bidder, declare that I have carefully examined the specifications, terms and conditions of this bid and I am thoroughly familiar with it's provisions and quality and type of coverage called for and bid herein. The undersigned further declares that he has not divulged, discussed or compared his bid with any other bidders and has not colluded with any other bidder or parties to a bid whatsoever for any fraudulent purpose.

COMPANY: CLUB CAR LLC

ADDRESS: 1151 N. KELLER Rd suite A
ORLANDO FL 32810

MINORITY OR WOMAN OWNED BUSINESS: NO

FEDERAL ID NO. OR SOCIAL SECURITY NO.: 13-3488925

SIGNATURE: DANNY ECKLES

(Typed or Printed Signature)

TITLE: TERRITORY MANAGER

DATE: 9/25/2013

TELEPHONE NO.: 904-838-4703

FAX NO.: 904-221-8669

EMAIL ADDRESS: DANNY-ECKLES@CLUBCAR.COM

**Bid No. 14-04 Official Total Bid Form for the Lease of Eighty (80) Electric Golf
Carts with Chargers Plus One (1) Utility Unit Equipped with Cage For Range Use**

Remarks to Bidder:

Bids must be submitted in **TRIPPLICATE!** Bids must be placed in an envelope, sealed and plainly marked **SEALED BID NO. 14-04, LEASE OF EIGHTY (80) ELECTRIC GOLF CARTS WITH CHARGERS PLUS ONE (1) UTILITY UNIT EQUIPPED WITH CAGE FOR RANGE USE**

The company name must be indicated on the envelope, also.

All bids must be signed manually by a responsible officer of your company in ink or indelible pencil.

If there are any exceptions to the bid proposal or specifications, please state here or on attached sheet.

Attachment "A" affidavit must be completed and attached to bid proposal.

An amortization schedule of lease payments must be attached to bid proposal.

A copy of the lease agreement to be reviewed by St. Johns County's Attorney Office must be attached to bid proposal.

A copy of the warranty must be attached to bid proposal.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

ATTACHMENT "A"

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

AFFIDAVIT

TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Bidder shall attach to his bid a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA COUNTY OF DUVAL. Before me, the undersigned authority, personally appeared DANNY ECKLES who, being duly sworn, deposes and says he is TERRITORY MANAGER CLUB CAR LLC (Title) of CLUB CAR LLC (Firm) the bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 14-04. Lease of Eighty (80) Electric Golf Carts with Chargers plus One (1) Utility Unit Equipped with Cage for Range Use St. Johns County.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such bidder has no financial interest in the firm of another bidder for the same work. That he, his firm, association or corporation has neither directly, nor indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this firm's bid on the above described project. Furthermore, neither the firm nor any of it's officers are debarred from participating in public contract lettings in any other state.

CLUB CAR LLC
(Bidder)
By DANNY ECKLES
TERRITORY MANAGER
(Title)

Sworn and subscribe to before me this 16 day of SEPTEMBER 2013.

[Signature]
Notary Public

My Commission Expires: 11/27/14



BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE & ATTACH THIS AFFIDAVIT TO EACH BID.



St. Johns County Board of County Commissioners

Purchasing Division

September 16, 2013

ADDENDUM #1

To: Prospective Bidders

From: St. Johns County Purchasing Department

Subject: Bid No. 14-04, Lease of Eighty (80) Electric Golf Carts with Chargers Plus One (1) Utility Unit Equipped with Cage for Range Use

This Addendum #1 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.**

Questions:

1. Is there any payoff on the 83 trades?
Answer: No, the County owns the 83 Golf Carts and Chargers for trade in.
2. Do you want a \$1.00 buyout lease on the new cars?
Answer: Yes
3. Can you confirm this is a true lease where you return the equipment at the end of the lease term?
Answer: St. Johns County will own the Golf Carts after the lease period. Please see Scope of Work on specification page one for details.
4. Are you looking for strictly financing options or the equipment only? I can offer a proposal just for the financing of the carts.
Answer: The County is looking for the equipment to lease with financing included.

Changes to the Specifications:

Misc:

Change windshield from one piece to a two piece windshield.

Change lease date and delivery date of equipment from January 2014 to November 2013.
The County would like a November 15th delivery date of Golf Carts.

THE BID DUE DATE REMAINS September 25, 2013 AT 2 P.M.

Acknowledgment



Signature and Date

DANNY ECKLES TERRITORY MANAGER
Printed Name/Title

CLUB CAR LLC
Company Name (Print)

Sincerely,

Leigh A. Daniels, CPPB
Senior Buyer

END OF ADDENDUM NO. 1

St. Johns County (the "County")
Request for Bids
RFB # 14-04
Exceptions Page
Club Car, LLC (the "Bidder")

1. Strike and add the following under Instructions to Bidders:

23. If defective material, equipment or supplies are discovered, the vendor shall remove or make good such material, equipment or supplies without extra compensation per the terms of the applicable bidder's warranty. It is expressly understood and agreed that the inspection of materials by the County will in no way lessen the responsibility of the vendor or release him from his obligation to perform and deliver to the County sound and satisfactory materials, equipment or supplies. ~~The vendor agrees to pay the costs of all test upon defective material, equipment or supplies or allow the cost to be deducted from any monies due him from the County.~~

31. It is mutually, understood and agreed that, if at any time, the Purchasing Department or designee shall be of the opinion that the contract, or any part thereof, is unnecessarily delayed or ~~that the rate of progress or delivery is unsatisfactory or that the contractor is willfully violating~~ any of the condition or covenants of the agreement or is executing the same in bad faith, the Purchasing Agent or his designee shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice or letter to address given in proposal. If after three (3) working days of notification, the conditions are not corrected to the satisfaction of the Purchasing Agent, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the direct expense thereof, so charged, shall be deducted from any paid by the County out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his executors, administrators, successors or assigns, shall pay the amounts of such excess to the County on notice by the Purchasing Department or his designee of the excess due.

34. Prior to shipment contracts may be canceled by the County with or without cause on thirty (30) days advance written notice.

2. Strike and add the following under Specifications:

~~WARRANTY: Manufacturer and Vendor shall fully warrant all materials and equipment under the terms of this agreement, against poor and inferior quality, for a period of four (4) years from the date of final acceptance of the County. Time is of the essence to have all golf carts repaired and operating in a timely manner to minimize the disruption to County operations. The Bidder warrants that new Equipment manufactured by it and delivered hereunder will be free of defects in material and workmanship for the periods of time specified in the applicable limited warranty statements of the Bidder for such Equipment, each of which is incorporated herein by reference.~~

OTHER THAN THOSE WARRANTIES SET FORTH HEREIN, THE BIDDER MAKES NO OTHER WARRANTIES, STATUTORY, AT LAW, EXPRESS OR IMPLIED, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED.

INDEMNITY: The Lessor shall indemnify, defend, and hold the County harmless from, and against, all claims and reasonable costs for injury to persons (including but not limited to death) and damages to third-party property to the extent associated with or stemming from Lessor's performance related to Bidder's negligent acts or omissions under this Agreement. Bidder's obligations under this indemnity shall not extend to damages caused by the County.

INSURANCE: The Certificate(s) shall clearly indicate the Lessor has obtained insurance of the type, amount, and classification as required by contract and the County shall be given 30 days prior written notice for any that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for general liability insurance all lines of coverage except Workers' Compensation and Professional Liability.

~~The Lessor shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.~~

LIMITATION OF LIABILITY

THE REMEDIES OF THE BIDDER SET FORTH HEREIN ARE EXCLUSIVE, AND THE TOTAL CUMULATIVE LIABILITY OF THE BIDDER WITH RESPECT TO THIS CONTRACT SHALL NOT EXCEED THE PURCHASE VALUE OF THE CONTRACT.

NOT WITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY NOR THEIR SUPPLIERS SHALL IN ANY EVENT BE LIABLE TO THE OTHER, ANY SUCCESSORS IN INTEREST OR ANY BENEFICIARY OR ASSIGNEE OF THIS CONTRACT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTRACT OR ANY BREACH THEREOF, OR ANY DEFECT IN OR FAILURE OF OR MALFUNCTION OF THE EQUIPMENT HEREUNDER, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE.

{Signature Page to Follow}

IN WITNESS WHEREOF, the parties have executed these Exceptions to the St. Johns County RFB #: 14-04 on this _____ day of _____, 2013.

*The individual executing this Exceptions Page on behalf of the Bidder affirms they are authorized to do so thereby binding the Count to all terms and conditions herein contained.

CLUB CAR, LLC

ST. JOHNS COUNTY

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

WITNESS:

WITNESS:

Signature

Signature

Print/Type Name

Print/Type

St Johns County 2014 36 mo

GOLF CARS

Compound Period : Monthly

Nominal Annual Rate : 2.770 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	12/01/2013	2,796.87	1		
2 Payment	01/01/2014	81.05	36	Monthly	12/01/2016
3 Payment	01/01/2017	0.00	1		

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 12/01/2013				2,796.87
2013 Totals	0.00	0.00	0.00	
1 01/01/2014	81.05	6.46	74.59	2,722.28
2 02/01/2014	81.05	6.28	74.77	2,647.51
3 03/01/2014	81.05	6.11	74.94	2,572.57
4 04/01/2014	81.05	5.94	75.11	2,497.46
5 05/01/2014	81.05	5.76	75.29	2,422.17
6 06/01/2014	81.05	5.59	75.46	2,346.71
7 07/01/2014	81.05	5.42	75.63	2,271.08
8 08/01/2014	81.05	5.24	75.81	2,195.27
9 09/01/2014	81.05	5.07	75.98	2,119.29
10 10/01/2014	81.05	4.89	76.16	2,043.13
11 11/01/2014	81.05	4.72	76.33	1,966.80
12 12/01/2014	81.05	4.54	76.51	1,890.29
2014 Totals	972.60	66.02	906.58	
13 01/01/2015	81.05	4.36	76.69	1,813.60
14 02/01/2015	81.05	4.19	76.86	1,736.74
15 03/01/2015	81.05	4.01	77.04	1,659.70
16 04/01/2015	81.05	3.83	77.22	1,582.48
17 05/01/2015	81.05	3.65	77.40	1,505.08
18 06/01/2015	81.05	3.47	77.58	1,427.50
19 07/01/2015	81.05	3.30	77.75	1,349.75
20 08/01/2015	81.05	3.12	77.93	1,271.82
21 09/01/2015	81.05	2.94	78.11	1,193.71
22 10/01/2015	81.05	2.76	78.29	1,115.42
23 11/01/2015	81.05	2.57	78.48	1,036.94
24 12/01/2015	81.05	2.39	78.66	958.28
2015 Totals	972.60	40.59	932.01	
25 01/01/2016	81.05	2.21	78.84	879.44
26 02/01/2016	81.05	2.03	79.02	800.42
27 03/01/2016	81.05	1.85	79.20	721.22
28 04/01/2016	81.05	1.66	79.39	641.83

St Johns County 2014 36 mo

Date	Payment	Interest	Principal	Balance
29 05/01/2016	81.05	1.48	79.57	562.26
30 06/01/2016	81.05	1.30	79.75	482.51
31 07/01/2016	81.05	1.11	79.94	402.57
32 08/01/2016	81.05	0.93	80.12	322.45
33 09/01/2016	81.05	0.74	80.31	242.14
34 10/01/2016	81.05	0.56	80.49	161.65
35 11/01/2016	81.05	0.37	80.68	80.97
36 12/01/2016	81.05	0.19	80.86	0.11
2016 Totals	972.60	14.43	958.17	
37 01/01/2017	0.00	0.11-	0.11	0.00
2017 Totals	0.00	0.11-	0.11	
Grand Totals	2,917.80	120.93	2,796.87	

St Johns County 48mo 2014

Golf Cars

Compound Period : Monthly

Nominal Annual Rate : 2.990 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	12/01/2013	2,796.87	1		
2 Payment	01/01/2014	61.89	48	Monthly	12/01/2017
3 Payment	01/01/2018	0.00	1		

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 12/01/2013				2,796.87
2013 Totals	0.00	0.00	0.00	
1 01/01/2014	61.89	6.97	54.92	2,741.95
2 02/01/2014	61.89	6.83	55.06	2,686.89
3 03/01/2014	61.89	6.69	55.20	2,631.69
4 04/01/2014	61.89	6.56	55.33	2,576.36
5 05/01/2014	61.89	6.42	55.47	2,520.89
6 06/01/2014	61.89	6.28	55.61	2,465.28
7 07/01/2014	61.89	6.14	55.75	2,409.53
8 08/01/2014	61.89	6.00	55.89	2,353.64
9 09/01/2014	61.89	5.86	56.03	2,297.61
10 10/01/2014	61.89	5.72	56.17	2,241.44
11 11/01/2014	61.89	5.58	56.31	2,185.13
12 12/01/2014	61.89	5.44	56.45	2,128.68
2014 Totals	742.68	74.49	668.19	
13 01/01/2015	61.89	5.30	56.59	2,072.09
14 02/01/2015	61.89	5.16	56.73	2,015.36
15 03/01/2015	61.89	5.02	56.87	1,958.49
16 04/01/2015	61.89	4.88	57.01	1,901.48
17 05/01/2015	61.89	4.74	57.15	1,844.33
18 06/01/2015	61.89	4.60	57.29	1,787.04
19 07/01/2015	61.89	4.45	57.44	1,729.60
20 08/01/2015	61.89	4.31	57.58	1,672.02
21 09/01/2015	61.89	4.17	57.72	1,614.30
22 10/01/2015	61.89	4.02	57.87	1,556.43
23 11/01/2015	61.89	3.88	58.01	1,498.42
24 12/01/2015	61.89	3.73	58.16	1,440.26
2015 Totals	742.68	54.26	688.42	
25 01/01/2016	61.89	3.59	58.30	1,381.96
26 02/01/2016	61.89	3.44	58.45	1,323.51
27 03/01/2016	61.89	3.30	58.59	1,264.92
28 04/01/2016	61.89	3.15	58.74	1,206.18

St Johns County 48mo 2014

Date	Payment	Interest	Principal	Balance
29 05/01/2016	61.89	3.01	58.88	1,147.30
30 06/01/2016	61.89	2.86	59.03	1,088.27
31 07/01/2016	61.89	2.71	59.18	1,029.09
32 08/01/2016	61.89	2.56	59.33	969.76
33 09/01/2016	61.89	2.42	59.47	910.29
34 10/01/2016	61.89	2.27	59.62	850.67
35 11/01/2016	61.89	2.12	59.77	790.90
36 12/01/2016	61.89	1.97	59.92	730.98
2016 Totals	742.68	33.40	709.28	
37 01/01/2017	61.89	1.82	60.07	670.91
38 02/01/2017	61.89	1.67	60.22	610.69
39 03/01/2017	61.89	1.52	60.37	550.32
40 04/01/2017	61.89	1.37	60.52	489.80
41 05/01/2017	61.89	1.22	60.67	429.13
42 06/01/2017	61.89	1.07	60.82	368.31
43 07/01/2017	61.89	0.92	60.97	307.34
44 08/01/2017	61.89	0.77	61.12	246.22
45 09/01/2017	61.89	0.61	61.28	184.94
46 10/01/2017	61.89	0.46	61.43	123.51
47 11/01/2017	61.89	0.31	61.58	61.93
48 12/01/2017	61.89	0.15	61.74	0.19
2017 Totals	742.68	11.89	730.79	
49 01/01/2018	0.00	0.19-	0.19	0.00
2018 Totals	0.00	0.19-	0.19	
Grand Totals	2,970.72	173.85	2,796.87	

St. Johns County Turf I DRE 36 mo 2014

Compound Period : Monthly

Nominal Annual Rate : 2.770 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	12/01/2013	8,298.00	1		
2 Payment	01/01/2014	240.48	36	Monthly	12/01/2016
3 Payment	01/01/2017	0.00	1		

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 12/01/2013				8,298.00
2013 Totals	0.00	0.00	0.00	
1 01/01/2014	240.48	19.15	221.33	8,076.67
2 02/01/2014	240.48	18.64	221.84	7,854.83
3 03/01/2014	240.48	18.13	222.35	7,632.48
4 04/01/2014	240.48	17.62	222.86	7,409.62
5 05/01/2014	240.48	17.10	223.38	7,186.24
6 06/01/2014	240.48	16.59	223.89	6,962.35
7 07/01/2014	240.48	16.07	224.41	6,737.94
8 08/01/2014	240.48	15.55	224.93	6,513.01
9 09/01/2014	240.48	15.03	225.45	6,287.56
10 10/01/2014	240.48	14.51	225.97	6,061.59
11 11/01/2014	240.48	13.99	226.49	5,835.10
12 12/01/2014	240.48	13.47	227.01	5,608.09
2014 Totals	2,885.76	195.85	2,689.91	
13 01/01/2015	240.48	12.95	227.53	5,380.56
14 02/01/2015	240.48	12.42	228.06	5,152.50
15 03/01/2015	240.48	11.89	228.59	4,923.91
16 04/01/2015	240.48	11.37	229.11	4,694.80
17 05/01/2015	240.48	10.84	229.64	4,465.16
18 06/01/2015	240.48	10.31	230.17	4,234.99
19 07/01/2015	240.48	9.78	230.70	4,004.29
20 08/01/2015	240.48	9.24	231.24	3,773.05
21 09/01/2015	240.48	8.71	231.77	3,541.28
22 10/01/2015	240.48	8.17	232.31	3,308.97
23 11/01/2015	240.48	7.64	232.84	3,076.13
24 12/01/2015	240.48	7.10	233.38	2,842.75
2015 Totals	2,885.76	120.42	2,765.34	
25 01/01/2016	240.48	6.56	233.92	2,608.83
26 02/01/2016	240.48	6.02	234.46	2,374.37
27 03/01/2016	240.48	5.48	235.00	2,139.37
28 04/01/2016	240.48	4.94	235.54	1,903.83

St. Johns County Turf I DRE 36 mo 2014

Date	Payment	Interest	Principal	Balance
29 05/01/2016	240.48	4.39	236.09	1,667.74
30 06/01/2016	240.48	3.85	236.63	1,431.11
31 07/01/2016	240.48	3.30	237.18	1,193.93
32 08/01/2016	240.48	2.76	237.72	956.21
33 09/01/2016	240.48	2.21	238.27	717.94
34 10/01/2016	240.48	1.66	238.82	479.12
35 11/01/2016	240.48	1.11	239.37	239.75
36 12/01/2016	240.48	0.55	239.93	0.18-
2016 Totals	2,885.76	42.83	2,842.93	
37 01/01/2017	0.00	0.18	0.18-	0.00
2017 Totals	0.00	0.18	0.18-	
Grand Totals	8,657.28	359.28	8,298.00	

St. Johns County Turf I DRE 48 mo 2014

Compound Period : Monthly

Nominal Annual Rate : 2.990 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	12/01/2013	8,298.00	1		
2 Payment	01/01/2014	183.63	48	Monthly	12/01/2017
3 Payment	01/01/2018	0.00	1		

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 12/01/2013				8,298.00
2013 Totals	0.00	0.00	0.00	
1 01/01/2014	183.63	20.68	162.95	8,135.05
2 02/01/2014	183.63	20.27	163.36	7,971.69
3 03/01/2014	183.63	19.86	163.77	7,807.92
4 04/01/2014	183.63	19.45	164.18	7,643.74
5 05/01/2014	183.63	19.05	164.58	7,479.16
6 06/01/2014	183.63	18.64	164.99	7,314.17
7 07/01/2014	183.63	18.22	165.41	7,148.76
8 08/01/2014	183.63	17.81	165.82	6,982.94
9 09/01/2014	183.63	17.40	166.23	6,816.71
10 10/01/2014	183.63	16.98	166.65	6,650.06
11 11/01/2014	183.63	16.57	167.06	6,483.00
12 12/01/2014	183.63	16.15	167.48	6,315.52
2014 Totals	2,203.56	221.08	1,982.48	
13 01/01/2015	183.63	15.74	167.89	6,147.63
14 02/01/2015	183.63	15.32	168.31	5,979.32
15 03/01/2015	183.63	14.90	168.73	5,810.59
16 04/01/2015	183.63	14.48	169.15	5,641.44
17 05/01/2015	183.63	14.06	169.57	5,471.87
18 06/01/2015	183.63	13.63	170.00	5,301.87
19 07/01/2015	183.63	13.21	170.42	5,131.45
20 08/01/2015	183.63	12.79	170.84	4,960.61
21 09/01/2015	183.63	12.36	171.27	4,789.34
22 10/01/2015	183.63	11.93	171.70	4,617.64
23 11/01/2015	183.63	11.51	172.12	4,445.52
24 12/01/2015	183.63	11.08	172.55	4,272.97
2015 Totals	2,203.56	161.01	2,042.55	
25 01/01/2016	183.63	10.65	172.98	4,099.99
26 02/01/2016	183.63	10.22	173.41	3,926.58
27 03/01/2016	183.63	9.78	173.85	3,752.73
28 04/01/2016	183.63	9.35	174.28	3,578.45

St. Johns County Turf I DRE 48 mo 2014

Date	Payment	Interest	Principal	Balance
29 05/01/2016	183.63	8.92	174.71	3,403.74
30 06/01/2016	183.63	8.48	175.15	3,228.59
31 07/01/2016	183.63	8.04	175.59	3,053.00
32 08/01/2016	183.63	7.61	176.02	2,876.98
33 09/01/2016	183.63	7.17	176.46	2,700.52
34 10/01/2016	183.63	6.73	176.90	2,523.62
35 11/01/2016	183.63	6.29	177.34	2,346.28
36 12/01/2016	183.63	5.85	177.78	2,168.50
2016 Totals	2,203.56	99.09	2,104.47	
37 01/01/2017	183.63	5.40	178.23	1,990.27
38 02/01/2017	183.63	4.96	178.67	1,811.60
39 03/01/2017	183.63	4.51	179.12	1,632.48
40 04/01/2017	183.63	4.07	179.56	1,452.92
41 05/01/2017	183.63	3.62	180.01	1,272.91
42 06/01/2017	183.63	3.17	180.46	1,092.45
43 07/01/2017	183.63	2.72	180.91	911.54
44 08/01/2017	183.63	2.27	181.36	730.18
45 09/01/2017	183.63	1.82	181.81	548.37
46 10/01/2017	183.63	1.37	182.26	366.11
47 11/01/2017	183.63	0.91	182.72	183.39
48 12/01/2017	183.63	0.46	183.17	0.22
2017 Totals	2,203.56	35.28	2,168.28	
49 01/01/2018	0.00	0.22-	0.22	0.00
2018 Totals	0.00	0.22-	0.22	
Grand Totals	8,814.24	516.24	8,298.00	

Sample
Lease

DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the instructions or the documentation, please call us.

I. STATE AND GOVERNMENT LEASE-PURCHASE AGREEMENT

1. Bank Qualification Section
 - Read and check box if appropriate
2. Lessee Signature
 - Complete and Sign

II. ATTACHMENT 1 — LEASE PAYMENT SCHEDULE

- Sign and date
- Print name

III. ATTACHMENT 2 — EQUIPMENT DESCRIPTION — (WHEN PROVIDED)

- Sign and date
- Print name
- Type In Complete Equipment Description to include serial numbers and location addresses (if applicable).

IV. STATE SPECIFIC ADDENDA — (WHEN PROVIDED)

- Required for: AZ, AR, CO, FL, GA, KS, LA, MI, MN, Nc, NJ, NY, OH, TX and OK
- Sign and/or Attest when required

V. ACCEPTANCE CERTIFICATE

- Date the date of equipment acceptance and Sign

VI. 8038 OR GC — IRS FORM

- In Box 2, Enter your Federal ID Number
- Sign, date and write In Name and Title
- 8038GC — Line 6 & 7 Enter Contact Name and Telephone Number
- 8038G — Line 9 & 10 Enter Contact Name and Telephone Number
- The enclosed 8038G or GC Form is a SAMPLE only. The actual 8038G or GC will be completed and sent to you for your signature after closing, with instructions to return the original to us at your earliest convenience. This is being done in this manner to comply with Internal Revenue Service regulation.

VII. CERTIFICATE OF INSURANCE

- Attach both Property and Liability Certificates of Insurance showing De Lage Landen Public Finance and/or Its Assigns as "loss payee" and "additional insured", respectively.)
- **THE CERTIFICATE MUST ALSO SHOW THE PHYSICAL ADDRESS WHERE THE EQUIPMENT WILL BE LOCATED.**

VIII. ADDITIONAL DOCUMENTATION THAT MUST BE SENT PRIOR TO FUNDING:

- Original vendor Invoice (if applicable)
- Advance payment check made payable to De Lage Landen Public Finance (if applicable)
- Copy of title/MSO listing De Lage Landen Public Finance &/or Its Assigns as 1st lien holder (if applicable)

ALL DOCUMENTATION SHOULD BE RETURNED TO:

De Lage Landen Public Finance LLC
Lease Processing Center
1111 Old Eagle School Road
Wayne, PA 19087
800-736-0220
Attention: _____

De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayno, PA 19087

State and Local Government Lease-Purchase Agreement

PHONE: (800) 736-0220
FACSIMILE: (800) 700-4643

LESSEE	Full Legal Name SAMPLE	Phone Number
	DBA Name (if any)	Purchase Order Requisition Number
	Billing Address City State Zip	Send Invoice to Attention of

EQUIPMENT INFORMATION	Equipment Make	Model No.	Serial Number	Description (Attach Separate Schedule if Necessary)
Equipment Location (if not same as above)				City State Zip

PAYMENT INFORMATION	Number of Lease Payments	Lease Payments:
	Full Lease Term (in Months)	See Lease Payment Schedule Attached as Attachment 1
		Payment Frequency <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-annually <input type="checkbox"/> Annually <input type="checkbox"/> Other _____
		End of Lease Option: \$1 _____

BANK QUALIFICATION	By checking the box below, YOU hereby designate this Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501 (c)(3) bonds) issued or to be issued by YOU and YOUR subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed \$10,000,000.
	<input type="checkbox"/> Bank Qualification Elected

TERMS AND CONDITIONS

Please read YOUR copy of this State and Local Government Lease-Purchase Agreement ("Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessor" and the words "WE," "US" and "OUR" refer to De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment.

1. LEASE. WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

2. TERM. This Lease is effective on the date that it is accepted and signed by US (the "Commencement Date") and continues thereafter for an original term ("Original Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms") coinciding with YOUR budget year up to the total number of months indicated above as the Full Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Full Lease Term has been completed, YOU shall be deemed to have continued this Lease for the next Renewal Term unless YOU shall have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay the Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. THIS LEASE IS NON-CANCELABLE EXCEPT AS PROVIDED IN SECTION 5.

3. LATE CHARGES. If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from such date.

4. CONTINUATION OF LEASE TERM. YOU currently intend, subject to Section 5, to continue this Lease through the Full Lease Term and to pay the Lease Payments hereunder. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Full Lease Term can be obtained. YOUR responsible financial officer shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for the Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

5. NONAPPROPRIATION. YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term of this Lease beyond the then current Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peacefully deliver the Equipment to US at the location or locations specified by US.

6. WARRANTIES. WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

7. DELIVERY AND ACCEPTANCE. YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). IF REQUESTED, YOU WILL SIGN A SEPARATE EQUIPMENT DELIVERY AND ACCEPTANCE CERTIFICATE. WE MAY AT OUR DISCRETION CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT SHALL HAVE THE SAME EFFECT AS A SIGNED DELIVERY AND ACCEPTANCE CERTIFICATE.

(Terms and Conditions continued on the reverse side of this Lease.)

LESSEE SIGNATURE	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to same (all of which are included by reference) and become part of this Lease. YOU acknowledge to have read and agreed to all the Terms and Conditions.	
	You agree that this is a non-cancelable lease. The Equipment is: <input type="checkbox"/> NEW <input type="checkbox"/> USED	
	Signature	Date
	SAMPLE	
	Print Name	
	Legal Name of Corporation	

(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)

LESSOR	Lessor Signature	Date
	Print Name	
	Title	
	For DE LAGE LANDEN PUBLIC FINANCE LLC	
	Lease Number	
	Lease Date	, 20
Vendor ID Number		

8. **TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS.** YOU have title to the Equipment provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU shall immediately surrender possession of the Equipment to US, (a) upon termination of this Lease other than termination pursuant to Section 17 or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU shall, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, WE retain a security interest in the Equipment and all proceeds thereof. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

9. **MAINTENANCE.** YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property.

10. **YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.**

11. **ASSIGNMENT.** YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and the rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. YOU hereby appoint Municipal Registrar Services (the "Registrar") as YOUR agent for the purpose of maintaining a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended. No such assignment shall be binding on YOU until the Registrar has received written notice from the assignor of the name and address of the assignee.

12. **LOSS OR DAMAGE.** YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to YOU.

13. **INDEMNITY.** WE are not responsible for any losses or injuries caused by the manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance, operation or rejection of the Equipment or defects in the Equipment. To the extent permitted by law, YOU agree to reimburse US for and to defend US against any claim for losses or injuries relating to the Equipment. This indemnity will continue even after the termination of this Lease.

14. **TAXES.** YOU agree to pay all applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 9) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

15. **INSURANCE.** During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU will also obtain and maintain for the term of this Lease, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence or bodily injury and \$50,000 for property damage. WE will be the sole named loss payee on the property insurance and named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you, on which we make a profit.

16. **DEFAULT.** Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US; (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition; or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

17. **REMEDIES.** WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Original Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peacefully with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU.

18. **YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.**

19. **PURCHASE OPTION.** Provided YOU are not in default, YOU shall have the option to purchase all but not less than all of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Original Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Original Term or any Renewal Term then in effect, upon

at least 60 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 60 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

20. **REPRESENTATIONS AND WARRANTIES.** YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out by YOU of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease for the current budget year, and those funds have not been expended for other purposes; (g) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Full Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (h) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

21. **UCC FILING AND FINANCIAL STATEMENTS.** YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

22. **UCC - ARTICLE 2A PROVISIONS.** YOU agree that this Lease is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the Supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the Supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted YOU under Sections 2A-508 through 2A-522 of the UCC.

23. **TAX EXEMPTION.** YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103 and 148 thereof, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation.

24. **BANK QUALIFICATION.** If YOU checked the "Bank Qualification Elected" box on the front page of this Lease and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

25. **CHOICE OF LAW; JURY TRIAL WAIVER.** This Lease shall be governed and construed in accordance with the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

26. **ENTIRE AGREEMENT; SEVERABILITY; WAIVERS.** This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease. THIS LEASE IS NOT INTENDED FOR TRANSACTIONS WITH AN EQUIPMENT COST OF LESS THAN \$1,000.

27. **FACSIMILE DOCUMENTATION.** YOU agree that a facsimile copy of this Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Lease.

ATTACHMENT 1

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

Lease Payment Schedule

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

LESSEE: _____

LEASE NUMBER: _____

LEASE DATE: _____, 20____

Payment Number	Payment Date	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price

Sales tax of _____ is included in the financed amount shown above.

Lessee Signature: SAMPLE Date: _____
Print Name: _____ Title: _____

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ATTACHMENT 2

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT
EQUIPMENT DESCRIPTION

Quantity	Description/Serial No./Model No.	Location

LESSEE Signature: SAMPLE Date: _____

Print Name: _____

10PF000169v1

BILLING INFORMATION

PLEASE, COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for _____ to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: _____

Billing Address: _____

Attention: _____
(Name of individual who will process payments)

Telephone Number: _____

Email Address: _____

FEDERAL ID#: _____

Primary Contact Name: _____

Primary Contact Number: _____

INSURANCE INFORMATION

Insurance Agent: _____

Policy Number: _____

Telephone Number: _____

Fax Number: _____

This form completed by: _____
(Name and Title)

CONTACT INFORMATION FOR 8038 FILINGS

Contact Name: _____

Title: _____

Contact Address: _____

Contact Telephone Number: _____

Email Address: _____

08PFDOC086v2

**Information Return for Small Tax-Exempt
 Governmental Bond Issues, Leases, and Installment Sales**
 ▶ Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority Check box if Amended Return

1 Issuer's name _____

2 Issuer's employer identification number (EIN) _____

3 Number and street (or P.O. box if mail is not delivered to street address) _____ Room/suite _____

4 City, town, or post office, state, and ZIP code _____

5 Report number (For IRS Use Only) _____

6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information _____

7 Telephone number of officer or legal representative _____

Part II Description of Obligations Check one: a single issue or a consolidated return

8a Issue price of obligation(s) (see Instructions) _____

8b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see Instructions) ▶ _____

9 Amount of the reported obligation(s) on line 8a that is:

a	For leases for vehicles	_____
b	For leases for office equipment	_____
c	For leases for real property	_____
d	For leases for other (see instructions)	_____
e	For bank loans for vehicles	_____
f	For bank loans for office equipment	_____
g	For bank loans for real property	_____
h	For bank loans for other (see instructions)	_____
i	Used to refund prior issue(s)	_____
j	Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	_____
k	Other	_____

10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(iii) (small issuer exception), check this box

11 If the issuer has elected to pay a penalty in lieu of an arbitrage rebate, check this box (see instructions)

12 Vendor's or bank's name: _____

13 Vendor's or bank's employer identification number: _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative _____ Date _____ Type or print name and title _____

Paid Preparer Use Only

Print/type preparer's name _____ Preparer's signature _____ Date _____ Check if self-employed PTIN _____

Firm's name _____ Firm's EIN _____

Firm's address _____ Phone no. _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL); DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9h if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(E)(iii).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 CB 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the Paid Preparer Use Only area of the return. A paid preparer cannot use a social security number in the Paid Preparer Use Only box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

- Learning about the law or the form 4 hr., 46 min.
- Preparing the form 2 hr., 22 min.
- Copying, assembling, and sending the form to the IRS 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-0526, Washington, DC 20224. Do not send the form to this address. Instead, see Where To File.

De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

ACCEPTANCE CERTIFICATE

Ladies and Gentlemen:

Re: State and Local Government Lease Purchase Agreement dated as of _____, 20____, between
De Lage Landen Public Finance LLC, as Lessor, and SAMPLE, as Lessee.

In accordance with the State and Local Government Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 14 of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(SEAL)

LESSEE SIGNATURE	Lessee	<u>SAMPLE</u>
	Signature	Date
	Print Name	
	Title	

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If the customer is located in any of the following states, please make sure you also obtain a sample copy of their State specific addenda:

AR
AZ
CO
FL
GA
KS
LA
MI
MN
NC
NJ
NY
OH
OK
TX

FLORIDA ADDENDUM TO STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

LESSEE: _____

LEASE NUMBER: _____

LEASE DATE: _____, 20 _____

This Addendum is hereby incorporated in and is hereby made a part of the above-referenced State and Local Government Lease-Purchase Agreement (together with all Exhibits and Attachments and this Addendum, the "Lease"). Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment. Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Lease and that the following changes and additions shall be made to the Lease:

1. Section 2 of the Lease is hereby amended by adding the following sentence:

WE and YOU understand and intend that YOUR obligation to pay Lease Payments hereunder will constitute a current expense and will not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness, nor will anything contained herein constitute a pledge of YOUR ad valorem tax revenues, funds or moneys. WE and YOU understand further understand that the use of the ad valorem taxing power to make Lease Payments cannot be compelled.

2. Section 5 of the Lease is hereby amended by adding the following language to the end of said Section:

Upon return of that Equipment to US, WE will use our best efforts to lease or sell that Equipment upon such terms as WE, in our reasonable judgment, deem prudent. WE will apply the net proceeds of that sale or lease in the following manner: (i) first, to reimburse OURSELVES for all costs associated with the taking, removing, holding, repairing and leasing or selling of that Equipment; (ii) second, to pay to OURSELVES an amount equal to the Purchase Price for that Equipment at the time of the termination of this Lease; (iii) third, to pay to OURSELVES the amount necessary to satisfy YOUR remaining obligations under this Lease; and (iv) fourth, to remit any amounts thereafter remaining to YOU. No deficiency will be allowed against YOU.

3. Section 6 of the Lease is hereby deleted and the following Section 6 is hereby inserted in lieu thereof:

a. TITLE. YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU shall immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU shall, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

4. Section 16 of the Lease is hereby amended by adding the following language to the end of said Section:

WE and YOU agree that there is no intention to create under this Lease a right to dispossess YOU involuntarily of the legal title to or the right of use of the Equipment. WE hereby irrevocably waive any right to specific performance of YOUR covenant to transfer legal title to and return of possession of the Equipment to US.

5. IF YOU ARE A COUNTY, YOU represent and covenant that (a) if the Maximum Lease Term with respect to this Lease is greater than five years, Lease Payments under this Lease will be payable from sources other than ad valorem taxes, and (b) YOU represent and covenant that this Lease has been approved by YOUR Board of County Commissioners prior to the Commencement Date.

Except as specifically set forth in this Addendum, all terms and conditions contained in the Lease will remain in full force and effect and are hereby ratified and confirmed.

LESSEE SIGNATURE	Legal Name of Lessee _____
	Signature _____ Date _____
	Print Name _____
	Title _____ <small>(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)</small>

LESSOR SIGNATURE	Name of Lessor DE LAGE LANDEN PUBLIC FINANCE LLC
	Lessor Signature _____ Date _____
	Print Name _____
	Title _____
	Lease Number _____

09PF00C101

Golf Cars

CLUB CAR® LIMITED WARRANTY FOR PRECEDENT VEHICLES

WARRANTY

CLUB CAR, LLC ("CLUB CAR") hereby warrants to the Original Purchaser or Lessee, as those terms are defined herein, and subject to the provisions, limitations and exclusions in this limited warranty, that its new vehicle or new component purchased from CLUB CAR or an Authorized Dealer or Distributor shall be free from defects in material and workmanship under normal use and service for the periods stated below, subject to the provisions, limitations and exclusions in this limited warranty.

This limited warranty covers material, workmanship and repair labor cost as to those items specifically listed below for the periods specified. Such repair labor shall be performed only by CLUB CAR, its Authorized Dealers or Distributors, or a service agency approved by CLUB CAR. For repairs made by qualified technicians other than CLUB CAR's factory technicians or an Authorized Dealer or Distributor, CLUB CAR will provide only the replacement parts or components.

IF THE WARRANTY REGISTRATION FORM IS NOT COMPLETED AND RETURNED TO CLUB CAR AT THE TIME OF THE ORIGINAL RETAIL SALE, PURCHASER MUST PROVIDE PROOF OF DATE OF PURCHASE WITH ANY WARRANTY CLAIM.

	i2L	i2	V4
VEHICLE MAIN FRAME	LIMITED LIFETIME*		
SUSPENSION: Steering gearbox, steering column, shocks, and leaf springs.	4	4	4
MAJOR ELECTRONICS: Onboard computer (OBC) (if so equipped), solid state speed controller, and battery charger.	4	4	4
DEEP CYCLE BATTERY: As measured by the controller, 25,000 amp hours or four years, whichever occurs first, for vehicles properly maintained with an authorized water deionizer and filter system, otherwise 20,000 amp hours or four years, whichever occurs first.	4	4	4
PEDAL GROUP: Pedal group mechanical assembly, brake cluster assemblies, and brake cables.	4	4	4
SEATS: Seat bottom, seat back, and armrests.	4	4	4
CANOPY SYSTEM: Canopy, rear canopy supports, drainage system and structural accessory module (SAM).	4	4	4
POWERTRAIN: Gasoline engine, electric motor, MCOB, gasoline and electric transaxle, starter generator, air intake, exhaust system, and torque converter (drive and driven).	3	3	3
BODY GROUP: Beauty panels, and front and rear underbody.	3	3	3
ALL REMAINING COMPONENTS: Solenoid, GCOR, limit switches, voltage regulator, F&R switch, and options and accessories supplied by CLUB CAR, including components not specified otherwise.	2	2	2

EXCLUSIONS

Excluded from any CLUB CAR warranty is damage to a vehicle or component resulting from a cause other than a defect including poor maintenance, neglect, abuse, accident and collision, maintenance adjustments, unreasonable or unintended strain or use, improper installation of accessories, installation of parts or accessories that are not original equipment including Club Car approved or non-approved GPS systems, non-approved alteration and acts of God. Also excluded from any CLUB CAR warranty are all fuses, filters, decals (except safety decals), lubricants, routine wear items such as the charger plug and receptacle, engine mounts, mats, pads, spark plugs, light bulbs, brake shoes, belts, brushes, bushings, drive buttons, cosmetic deterioration, and items that deteriorate, fade or fall due to exposure or ordinary wear and tear.

The provisions of this limited warranty shall not apply to failure due to the following conditions:

- Abuse such as overcharging, undercharging, improper fluid levels, loose wiring and fasteners, or rusted or corroded hardware.
- Use of water in batteries, including tap water, containing impurities. Distilled water or a properly maintained, Club Car approved battery water deionizer and filter system should be used to ensure water quality.
- Lack of proper maintenance such as preventive maintenance checks, proper rotation of vehicles in a fleet application, maintaining proper tire pressure and alignment and tightening loose wire connections as outlined in the owner's manual.
- Damages caused by improper installation of the component.
- Neglect, breakage, freezing, fire, explosion, wreckage, melted terminal posts, the addition of any chemical, or the operation of the battery in an uncharged condition (below half charge 1.200 specific gravity); the installation of the batteries in reverse or recharging in reverse, breakage of containers, covers, or terminal post, or batteries used in applications for which they were not designed.
- A battery damaged by a defective charger or batteries in vehicles that do not receive proper charging.
- A vehicle not having an operational charger on a circuit that has the parameters specified in the vehicle owner's manual. (Number of operational chargers must equal the number of operational vehicles.)
- Improper charging of a vehicle due to the use of a battery charger model not approved by Club Car for use with the vehicle.
- Failed semiconductor parts such diodes and fuses that are vulnerable to electrical overloads (including lightning) beyond the control of CLUB CAR.
- Damaged charger DC cord set with plug, which is a wear item and subject to user abuse.
- Use of gasoline containing more than 10% ethanol.

Without limiting the generality of the foregoing in any way, and as part of its limited warranty exclusion, CLUB CAR does not warrant that its vehicle or components such as batteries, computer (if so equipped), controller or electrical device are suitable for use in any application other than in its products. As in the use of any vehicle, batteries, computer (if so equipped), controller or electrical device, a prudent owner will read and study the owner's manual, the operator instructions and the warning labels; and will exercise due care in working on or around vehicles, batteries or electrical devices.

Transportation expenses for warranty services are also excluded from this warranty.

VOIDING OF WARRANTY

THIS AND ANY OTHER WARRANTY SHALL BE VOID IF THE VEHICLE OR COMPONENT IS ABUSED OR USED IN AN UNINTENDED MANNER OR SHOWS INDICATIONS THAT IT HAS BEEN ALTERED IN ANY WAY, INCLUDING, BUT NOT LIMITED TO, MODIFICATION OF THE SPEED GOVERNOR, BRAKING SYSTEM, STEERING, TRANSAXLE, OR OTHER OPERATING SYSTEMS OF THE CAR TO CAUSE IT TO PERFORM OUTSIDE CLUB CAR SPECIFICATIONS. THE WARRANTY IS LIKEWISE VOID IF THE VEHICLE SHOWS INDICATIONS THAT REASONABLE OR NECESSARY MAINTENANCE AS OUTLINED IN THE OWNER'S MANUAL AND MAINTENANCE AND SERVICE MANUAL WAS NOT PERFORMED AT THE TIME AND IN THE MANNER SPECIFIED IN SUCH MANUALS.

SOLE REMEDY

CLUB CAR's liability under this limited warranty or in any action whether based upon warranty, contract, negligence, strict product liability or otherwise, shall be the repair or replacement, at CLUB CAR's option, of the vehicle or component thereof that CLUB CAR deems to be defective. Replacement shall mean furnishing, during the applicable limited warranty period, a new vehicle or factory-reconditioned vehicle or component thereof that is identical or reasonably equivalent to the warranted product or component at no cost to the purchaser. Repair shall mean remedying a defect in the vehicle or component thereof at no cost to the purchaser during the applicable limited warranty period. CLUB CAR reserves the right to test and recharge any component returned for adjustment. If CLUB CAR elects to repair the vehicle or component, it may provide factory-reconditioned parts or components. All parts and components replaced under warranty shall become the property of CLUB CAR.

DISCLAIMER

THIS LIMITED WARRANTY IS EXCLUSIVE. CLUB CAR MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY CLUB CAR AND EXCLUDED FROM THIS WARRANTY. THE PURCHASER AND CLUB CAR EXPRESSLY AGREE THAT THE SOLE REMEDY OF THE REPLACEMENT OR REPAIR OF THE DEFECTIVE VEHICLE OR COMPONENT THEREOF IS THE SOLE REMEDY OF THE PURCHASER. CLUB CAR MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, AND NO REPRESENTATIVE, EMPLOYEE, DISTRIBUTOR OR DEALER OF CLUB CAR HAS THE AUTHORITY TO MAKE OR IMPLY ANY REPRESENTATION, PROMISE OR AGREEMENT, WHICH IN ANY WAY VARIES THE TERMS OF THIS WARRANTY.

In the event that another pre-printed warranty document, certificate or both offered by or through Club Car at the time of sale of this vehicle (each an "Additional Warranty Document") is deemed to conflict with the limitations or exclusions contained herein, the limitations and exclusions contained herein shall continue to apply to both this limited warranty statement and, to the maximum extent permitted by law, to each Additional Warranty Document.

NO CONSEQUENTIAL DAMAGES

IN NO EVENT SHALL CLUB CAR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS RELATED TO PROPERTY OTHER THAN THE VEHICLE, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, OR ANY OTHER ECONOMIC LOSS.

Some states allow neither limitation on the duration of an implied warranty nor exclusions or limitation of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

HOW TO MAKE A WARRANTY CLAIM

To make a warranty claim under this limited warranty, you must present the vehicle or defective component with evidence of proof of purchase date and number of amp hours (if applicable) to an authorized CLUB CAR dealer.

For warranty-related communication, contact Warranty Services, Club Car, 4125 Washington Rd., Evans, GA 30809, USA, 706.863.3000.

WARRANTY TRANSFER

The original owner shall have the right to transfer any remaining warranty coverage to one subsequent purchaser only. For the original owner to transfer any remaining warranty coverage to a subsequent purchaser, the vehicle must be transferred by an Authorized Club Car Distributor or Dealer with the Warranty Department at Club Car. Such transfer must take place within the first three years of the original in service date of the vehicle.

*The Limited Lifetime section of the warranty coverage applies to the original purchaser or lessee only, and the subsequent purchaser has a four-year coverage period based on the original in service date. No transfers of any remaining warranty coverage shall be permitted by any subsequent purchasers.

WARNING

Any modification or change to the vehicle that affects the electrical system, stability or handling of the vehicle, or increases maximum vehicle speed beyond factory specifications, could result in severe personal injury or death.

WARRANTIES

CLUB CAR® LIMITED WARRANTY FOR TRANSPORTATION AND UTILITY VEHICLES

WARRANTY

CLUB CAR, LLC ("CLUB CAR") hereby warrants to the Original Purchaser or Lessee, as those terms are defined herein, and subject to the provisions, limitations and exclusions in this limited warranty, that its new vehicle or new component purchased from CLUB CAR or an Authorized Dealer or Distributor shall be free from defects in material and workmanship under normal use and service for the periods stated below, subject to the provisions, limitations and exclusions in this limited warranty.

This limited warranty covers material, workmanship and repair labor cost as to those items specifically listed below for the periods specified. Such repair labor shall be performed only by CLUB CAR, its Authorized Dealers or Distributors, or a service agency approved by CLUB CAR. For repairs made by qualified technicians other than CLUB CAR's factory technicians or an Authorized Dealer or Distributor, CLUB CAR will provide only the replacement parts or components.

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TO THE ORIGINAL OWNER ONLY (NON-TRANSFERABLE)	TERMS COVERED	HOURS/ ENERGY UNITS COVERED
LIMITED TWO YEAR: Engine assembly, unitized transaxle assembly (gasoline vehicle), starter/generator (gasoline vehicle), motor, transaxle assembly (electric vehicle), main frame assembly, bed box hydraulic dump kit, cab assembly and doors, and Driving Range Protective Enclosure.	2 YEARS	2000
LIMITED ONE YEAR: Solenoid, MCOR, limit switches, voltage regulators, F&R switches, brake components, wiring harness, electrical switches, canopy systems, seats, pedal group assembly, body, portable refreshment center and all original equipment options and accessories supplied by CLUB CAR and all remaining components of the vehicle not specified otherwise.	1 YEAR	1000
6-VOLT BATTERY (STANDARD DUTY)	4 YEARS	18000
6-VOLT BATTERY (HEAVY DUTY)	4 YEARS	20000
8-VOLT BATTERY (STANDARD/HEAVY DUTY)	4 YEARS	16000
ONBOARD COMPUTER	4 YEARS	16000
CONTROLLER	4 YEARS	16000
BATTERY CHARGER	4 YEARS	

EXCLUSIONS

Excluded from any CLUB CAR warranty is damage to a vehicle or component resulting from a cause other than a defect including poor maintenance, neglect, abuse, accident and collision, maintenance adjustments, unreasonable or unintended strain or use, improper installation of accessories, installation of parts or accessories that are not original equipment including Club Car approved or non-approved GPS systems, non-approved alteration and acts of God. Also excluded from any CLUB CAR warranty are all fuses, filters, decals (except safety decals), lubricants, routine wear items such as the charger plug and receptacle, engine mounts, mats, pads, spark plugs, light bulbs, brake shoes, belts, brushes, bushings, drive buttons, cosmetic deterioration, and items that deteriorate, fade or fail due to exposure or ordinary wear and tear.

The provisions of this limited warranty shall not apply to failure due to:

1. Abuse such as overcharging, undercharging, improper fluid levels, use of contaminated water in batteries (See "Water Quality" in owner's manual), loose wiring and fasteners, or rusted or corroded hardware.

Warranties

2. Lack of proper maintenance such as preventive maintenance checks, proper rotation of vehicles in a fleet application, maintaining proper tire pressure and alignment and tightening loose wire connections as outlined in the owner's manual.
3. Damages caused by improper installation of the component.
4. Neglect, breakage, freezing, fire, explosion, wreckage, melted terminal posts, the addition of any chemical, or the operation of the battery in an uncharged condition (below half charge 1.200 specific gravity); the installation of the batteries in reverse or recharging in reverse, breakage of containers, covers, or terminal post, or batteries used in applications for which they were not designed.
5. A battery damaged by a defective charger or batteries in vehicles that do not receive proper charging.
6. Every vehicle must have an operational charger on its own circuit. (Number of operational chargers must equal the number of operational vehicles.)
7. Vehicles charged by systems other than the CLUB CAR Charger.
8. Semiconductor parts such diodes and fuses that are vulnerable to electrical overloads (including lightning) beyond the control of CLUB CAR.
9. Charger DC cord set with plug, which is a wear item and subject to user abuse.
10. Use of gasoline containing more than 10% ethanol.

Without limiting the generality of the foregoing in any way, and as part of its limited warranty exclusion, CLUB CAR does not warrant that its vehicle or components such as batteries, computer, controller or electrical device are suitable for use in any application other than in its products. As in the use of any vehicle, batteries, computer, controller or electrical device, a prudent owner will read and study the owner's manual, the operator instructions and the warning labels; and will exercise due care in working on or around vehicles, batteries or electrical devices.

Transportation expenses for warranty services are also excluded from this warranty.

VOIDING OF WARRANTY

THIS AND ANY OTHER WARRANTY SHALL BE VOID IF THE VEHICLE OR COMPONENT IS ABUSED OR USED IN AN UNINTENDED MANNER OR SHOWS INDICATIONS THAT IT HAS BEEN ALTERED IN ANY WAY, INCLUDING, BUT NOT LIMITED TO, MODIFICATION OF THE SPEED GOVERNOR, BRAKING SYSTEM, STEERING, TRANSAXLE, OR OTHER OPERATING SYSTEMS OF THE CAR TO CAUSE IT TO PERFORM OUTSIDE CLUB CAR SPECIFICATIONS. THE WARRANTY IS LIKEWISE VOID IF THE VEHICLE SHOWS INDICATIONS THAT REASONABLE OR NECESSARY MAINTENANCE AS OUTLINED IN THE OWNER'S MANUAL AND MAINTENANCE AND SERVICE MANUAL WAS NOT PERFORMED AT THE TIME AND IN THE MANNER SPECIFIED IN SUCH MANUALS.

SOLE REMEDY

CLUB CAR's liability under this limited warranty or in any action whether based upon warranty, contract, negligence, strict product liability or otherwise, shall be the repair or replacement, at CLUB CAR's option, of the vehicle or component thereof that CLUB CAR deems to be defective. Replacement shall mean furnishing, during the applicable limited warranty period, a new vehicle or factory-reconditioned vehicle or component thereof that is identical or reasonably equivalent to the warranted product or component at no cost to the purchaser. Repair shall mean remedying a defect in the vehicle or component thereof at no cost to the purchaser during the applicable limited warranty period. CLUB CAR reserves the right to test and recharge any component returned for adjustment. If CLUB CAR elects to repair the vehicle or component, it may provide factory-reconditioned parts or components. All parts and components replaced under warranty shall become the property of CLUB CAR.

DISCLAIMER

THIS LIMITED WARRANTY IS EXCLUSIVE. CLUB CAR MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY CLUB CAR AND EXCLUDED FROM THIS WARRANTY. THE PURCHASER AND CLUB CAR EXPRESSLY AGREE THAT THE SOLE REMEDY OF THE REPLACEMENT OR REPAIR OF THE DEFECTIVE VEHICLE OR COMPONENT THEREOF IS THE SOLE REMEDY OF THE PURCHASER. CLUB CAR MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, AND NO REPRESENTATIVE, EMPLOYEE, DISTRIBUTOR OR DEALER OF CLUB CAR HAS THE AUTHORITY TO MAKE OR IMPLY ANY REPRESENTATION, PROMISE OR AGREEMENT, WHICH IN ANY WAY VARIES THE TERMS OF THIS WARRANTY.

In the event that another pre-printed warranty document, certificate or both offered by or through Club Car at the time of sale of this vehicle (each an "Additional Warranty Document") is deemed to conflict with the limitations or exclusions

BID NO: 14-04

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be accepted until **2:00 P.M. on September 25, 2013** by Leigh Daniels, CPPB, Buyer III, St. Johns County Purchasing Department, 500 San Sebastian View, St. Augustine, Florida 32084, (904) 209-0154, for **Lease of Eighty (80) Electric Golf Carts with Chargers Plus One (1) Utility Unit Equipped with Cage for Range Use**. Bids will be opened promptly after the 2:00 p.m. deadline. **Note:** Bids delivered or received in the Purchasing Department after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

Any and all procurement questions shall be directed to Leigh Daniels, CPPB, Buyer III, St. Johns County Purchasing, phone number (904) 209-0154 or email ldaniels@sjcfl.us. The deadline for all questions shall be no later than 4:00 p.m., Monday, September 16, 2013.

Award and execution of this lease agreement is contingent upon Fiscal Year 14 budget approval by St. Johns County Board of County Commissioners and availability of funds. Funds will not be available until October 1, 2013.

Package request forms are available on DemandStar.com and requesting Document # 14-04. Additionally, document orders may be facilitated through Onvia DemandStar, Inc. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to Onvia DemandStar is also available through the St. Johns County Website at www.sjcfl.us/BCC/Purchasing/OpenBids.aspx. Check the County's site for download availability and any applicable fees. Vendors registered with Onvia DemandStar.com may visit www.demandstar.com to electronically download some documents.

Vendors shall not contact, lobby, or otherwise communicate with any St. Johns County employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per St. Johns County Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to St. Johns County policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
CHERYL STRICKLAND, CLERK

BY: _____
DEPUTY CLERK

ST. JOHNS COUNTY
PURCHASING DEPARTMENT

INSTRUCTIONS TO BIDDERS

These instructions will bind bidders to terms and conditions herein set forth, except as specifically qualified in special bid contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder:
 - A. The ability, capacity and skill of bidder to perform required service.
 - B. Whether bidder can perform service promptly or within specified time.
 - C. The character, integrity, reputation, judgement, experience and efficiency of bidder.
 - D. The performance of previous contracts with St. Johns County.
 - E. The suitability of equipment of material for county use.
 - F. The ability of bidder to provide future maintenance and parts service.
2. Payment terms are net thirty (30) days unless otherwise specified. Favorable terms, discounts may be offered and will be considered in determining low bids if they are deemed by the Purchasing Department advantageous to the County.
3. All bids should be tabulated, totaled and checked for accuracy. Unit price will prevail in case of errors.
4. All requested information should be included in the bid envelope or your bid may not receive full consideration.
5. If anything of the bid request is not clear, you should contact the Purchasing Department immediately.
6. A bidder's list is available at the Purchasing Office.
7. Quote all prices F.O.B. (Free On Board), our warehouse or as specified in bid documents.
8. Each proposal shall be clearly marked on the outside of the envelope with the following:
 - A. Sealed Bid Number
 - B. Name of Item Being Bid in Full
 - C. Vendor name and address
9. No Responsibility will attach to any County representative or employee for the premature opening of bid not properly addressed or identified.
10. If only one (1) bid is received, the bid may be rejected and re-advertised.
11. Bids received late will not be accepted and the County will not be responsible for late mail delivery. However, should a bid be misplaced by the County and found later, will be considered.
12. Telephone and facsimile bid will not be acceptable in formal Sealed Bids openings.
13. Any bidder may request and shall receive a receipt showing the day and hour any bid is delivered to the appropriate office of the County from the personnel thereof.
14. All bidders must be recognized dealers in the materials of equipment specified and be qualified to advise in their application or use. A bidder may at any time be requested to satisfy the Purchasing Office and the County Administrator that he has the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
15. Any alterations, erasures, additions or omissions of required information or any changes of specifications or bidding schedule is done at risk of the bidder. Any bid will be rejected that has a substantial variation. For example, a variation that affects the price, quality or delivery date (when delivery is required by a specific time).
16. When requested, samples will be furnished to the County free of expense, properly marked for identifications and accompanied by a list where there is more than one (1) sample. The County reserves the right to mutilate or destroy any sample submitted whenever it may be to the interest of the County to do so for the purpose of testing.
17. The County will reject any material, supplies or equipment that do not meet the specifications, even though the bidder lists the trade names or names of such material on the bid or price quotation form.
18. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.

19. The ESTIMATED QUANTITY given in the specifications of advertisements is for the purpose of bidding ONLY. The County may purchase more or less than the estimated quantity and the vendor must not assume that such estimated quantity is part of the contract.
20. Only the latest model equipment, as evidenced by the manufacturer's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. The equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specification, all equipment catalogued by the manufacturer as standard or required by the State of Florida shall be furnished with the equipment. Where required by the State of Florida Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Florida Department of Revenue.
21. The successful bidder on motor vehicle equipment shall be required to furnish with the delivery of the vehicle a certificate of origin and any other appropriate documentation as required by the Florida Motor Vehicle Department.
22. Prospective bidders are required to examine the location of the proposed work or delivery and determine, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.
23. All materials, equipment and supplies shall be subjected to rigid inspection under the immediate supervision of the Purchasing Department, its designee and/or the department to which they are delivered. If defective material, equipment or supplies are discovered, the vendor shall remove or make good such material, equipment or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the County will in no way lessen the responsibility of the vendor or release him from his obligation to perform and deliver to the County sound and satisfactory materials, equipment or supplies. The vendor agrees to pay the costs of all test upon defective material, equipment or supplies or allow the cost to be deducted from any monies due him from the County.
24. Unless otherwise specified, the County reserves the right to award each item separately or on a lump sum basis, whichever is in the best interest of the County.
25. A contract may not be awarded to any corporation, firm or individual who is, from any cause, in arrears to the County or who has failed in former contracts with the County.
26. Reasonable grounds for supposing that any bidder is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he is interested.
27. Submitting a proposal when the bidder intends to sublet the contract may be a cause for rejection of bids or cancellation of the contract by the County Administrator.
28. The County reserves the right to reject any or all bids or quotations, to waive any minor discrepancies in the bids for all bidders equally when deemed to be in the best interest of the County and to purchase any part, all or none of the materials, supplies or equipment specified.
29. Failure of the bidder to sign the bid or have the signature of any authorized representative or agent on the bid proposal in the space provided may be cause for rejection of the bid. Signature must be written in ink or indelible pencil. Typewritten or printed signatures will not be acceptable.
30. Any bidder may withdraw his bid at any time BEFORE the time set of opening of the bids. A bid may be withdrawn AFTER the bids are opened only with permission of the Purchasing Agent.
31. It is mutually understood and agreed that, if at any time, the Purchasing Department or designee shall be of the opinion that the contract, or any part thereof, is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory or that the contractor is willfully violating any of the condition or covenants of the agreement or is executing the same in bad faith, the Purchasing Agent or his designee shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice or letter to address given in proposal. If after three (3) working days of notification, the conditions are not corrected to the satisfaction of the Purchasing Agent, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the County out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the

contractor, his executors, administrators, successors or assigns, shall pay the amounts of such excess to the County on notice by the Purchasing Department or his designee of the excess due.

32. Any complaint from bidders relative to the invitation to bid or any attached specifications shall be made prior to the time of opening bids, otherwise, the bidder waives any such complaint.
33. A vendor writing specifications for the County may not be allowed to bid on that project.
34. Contracts may be canceled by the County with or without cause on thirty (30) days advance written notice.
35. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Department for St. Johns County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturday, Sunday and legal holidays) after the posting of the bid tabulation. Protest procedures may be obtained in the Purchasing Department.

Bid No. 14-04

SPECIFICATIONS

**THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

SCOPE OF WORK:

To provide a Lease Agreement for St. Johns County on a three (3) year (36 months) or four (4) year (48 months) basis, with firm fixed pricing and no escalation cost for entire contract term. Upon the last payment the equipment will become property of St. Johns County at no other buy out cost. The Lease will be awarded to one vendor. The lease will begin January 2014. All equipment must be delivered the beginning of January 2014.

Please provide an amortization schedule of lease payments with bid.

Please provide a copy of the lease agreement to be reviewed by St. Johns County's Attorney Office.

Please provide a copy of the warranty.

Award and execution of this lease agreement is contingent upon Fiscal Year 14 budget approval by St. Johns County Board of County Commissioners and availability of funds. Funds will not be available until October 1, 2013.

All items may not be leased depending availability of funds and execution of this lease is contingent upon budget approval by St. Johns County Board of County Commissioners.

MINIMUM SPECIFICATIONS

TO BE MANUFACTURER'S BASIC PRODUCTION MODEL EQUIPPED WITH ALL STANDARD EQUIPMENT LISTED IN THE MANUFACTURER'S LITERATURE IF NOT LISTED IN SPECIFICATIONS BELOW:

<u>Load Capacity:</u>	Seating of (2) two persons with gross carrying weight of at least 800 lbs.
<u>Power:</u>	48 volt system with 2hp or more.
<u>Batteries:</u>	To match power system.
<u>Battery Charger:</u>	120 Volt AC input-48-volt DC output with automatic compensating battery protection.
<u>Speed Control:</u>	250-amp solid-state controller.
<u>Rear Axle Ratio:</u>	12.44:1 Minimum.

Bid No: 14-04

- Brakes:** Rear wheel mechanical self-adjusting drum. Parking self-compensating single-point engagement.
- Suspension:** Leaf springs with front and rear shocks. Independent front suspension or the equal.
- Steering:** Self-compensating rack and pinion.
- Braking:** Self-adjusting drum with locking hill brake.
- Tires:** 18X8.5X8 standard (4-ply rated)
- Chassis & Body:** Welded Steel chassis, with fiber reinforced plastic or steel body. *(Must be impact resistant).
- Dimensions:** 94" maximum length & 48" maximum width.
- Misc.:** Color-Champagne/Beige
(2) Divot repair bottles
Four Cup Holder
(2) Message holder
Number & front club logo decals (installed)
Scuff plates
Sun canopy top
Sweater basket
Scorecard & pencil holder
Floor mats & pedals (Wear Resistant)
Side Rub rails
Bagwell liner
One piece windshield
Bag Cover
Single Point Watering System
- Trade In:** (83) Chargers
(83) EZ Go Electric Carts
- Terms:** Three Year (36 month) Lease or Four (48 month) Year Lease.

Bid No: 14-04

Warranty: Factory Warranty -- with a minimum of four year warranty on battery or 21,500 amp hours starting from delivery date with the capability of providing thirty-six holes daily between charging.

Manufacturer and Vendor shall fully warrant all materials and equipment under the terms of this agreement, against poor and inferior quality, for a period of four (4) years from the date of final acceptance of the County. Time is of the essence to have all golf carts repaired and operating in a timely manner to minimize the disruption to County operations. While under warranty, manufacturer and vendor shall repair or replace inoperable materials or equipment in a timely manner.

ADDITION TO SPECIFICATIONS FOR UTILITY UNIT WITH CAGE FOR RANGE USE:

MINIMUM SPECIFICATIONS:

Power Supply

Power Source: Gas
Engine: 4-cycle, OHV, 351cc, single cylinder, air-cooled, pressure-lubricated
Horsepower: 11.0 rated
Governor: Automatic ground speed sensing, internally geared-in unitized transaxle
DriveUnit: Electronic w/electronic RPM limiter Unitized transaxle, helical gears
Electrical System: 12-volt, 500 cca 105 min. reserve

Steering/Suspension

Steering: Self-adjusting rack & pinion
Front Suspension: Independent leaf spring w/dual hydraulic shocks
Rear Suspension: Leaf springs w/dual hydraulic shocks
Brakes: Four-wheel mechanical drum

Frame/Chassis

Body Finish: Matching paint over molded in color
Light Package: Include Light Package
Trailer Hitch: Standard
Front Tires: 18 x 8.5-8, 6-ply rated, Premium tread
Rear Tires: 18 x 8.5-8, 6-ply rated, Extra-Traction tread
Instrumentation: Electronic fuel, gauge/hour meter, low-oil warning light
Bed Load Size
Cargo Box: 48.8" x 49.8" x 10.9" (15.3 ft3) 123.8 cm x 126.4 cm x 27.6 cm
Bed Load Capacity: 800 lb. (363.2 kg)
Vehicle Load Capacity: 1200 lb. (544.8 kg)
Tread: 34.5"/38.5" (87.6 cm/97.8 cm)

Bid No: 14-04

Forward Speed: 14-16 mph (22.5-25.7 kph)

(1) Equipped with range cage and front picking connections.

Warranty

Vehicle Warranty: 2-year limited

The successful bidder shall be responsible for delivery of the vehicle in first class operating condition. Pre-delivery service shall include but not be limited to the following:

1. Complete Lubrication
2. Filling Crank Case with Oil
3. Adjustment of Engine to Proper Operating Condition
4. Inflate tires to proper pressure
5. Careful check to assure operation of all features
6. Front end alignment and wheels balanced
7. Unnecessary tags, stickers, paper, etc. to be removed and areas cleaned
8. Carts must be delivered topped or topped by vendor upon delivery.

Indemnity The Lessor shall indemnify, defend, and hold the County harmless from, and against, all claims and reasonable costs associated with or stemming from Lessor's performance under this Agreement.

Insurance

The Lessor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Lessor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Lessor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Lessor of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, Fl 32084

Bid No: 14-04

The Lessor shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Lessor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Lessor or by anyone directly employed by or contracting with the Lessor.

The Lessor shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Lessor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Lessor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Lessor or by anyone directly or indirectly employed by a Lessor.

The Lessor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

TERMS: Net 30 Days

DELIVERY: F.O.B. St. Johns County Golf Course
4900 Cypress Links Blvd
Elkton, FL 32033

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.